

**CITY COUNCIL**

**The City of Orange Township, New Jersey**  
451-2023

**DATE** November 8, 2023

**NUMBER** \_\_\_\_\_

**TITLE:** A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE CENTRAL AVENUE SPRAY PARK IMPROVEMENTS TO PICERNO GIORDANO CONSTRUCTION, LLC, 200 MARKET STREET, KENILWORTH, NEW JERSEY 07033 IN THE AMOUNT NOT TO EXCEED \$335,000.00.

**WHEREAS**, the City of Orange Township did duly advertise on September 18, 2023 for public bids for the Central Avenue Spray Park Improvements; and

**WHEREAS**, on October 11, 2023 the City of Orange Township received two (2) public bids pursuant to the plans and specifications furnished prospective bidders, from the following:

Bidder's Name	Total Base Bid Amount
Picerno Giordano Construction, LLC Kenilworth, New Jersey	\$335,000.00
AB Contracting, LLC Wharton, New Jersey	\$597,000.00

**WHEREAS**, it is the recommendation of the Consulting Engineer that the contracted be awarded; and

**WHEREAS**, the Director of Public Works & Engineering did duly examine and study each and every bid submitted and recommends that a contract be awarded to the lowest responsible bidder, pursuant to said specifications and said limits, by the following company:

**COMPANY:**

**BASE BID:**

Picerno Giordano Construction, LLC  
200 Market Street  
Kenilworth, New Jersey 07033

\$335,000.00

**WHEREAS**, the aforementioned Picerno Giordano Construction, LLC has furnished the City of Orange Township, with a Ten Percent (10%) Stockholder Affidavit in accordance with Assembly Bill OCR-A-22; and,

**WHEREAS**, Picerno Giordano Construction, LLC. has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the Law, as that term is defined below, and that the contract will prohibit Picerno Giordano Construction, LLC from making any reportable contributions throughout the term of the contract; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a

  
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part hereof as it set forth in length herein, certifying that monies are available in Account No.3-01-28-375-000-509 (\$115,395.00) and Account No. T-11-00-000-000-000 (\$219,605.00).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the Central Avenue Spray Park Improvements to Picerno Giordano Construction, LLC, the aforesaid lowest responsive bidder, in the amount not to exceed \$335,000.00.

**BE IT FURTHER RESOLVED**, that the proper officers of the City of Orange Township, be and they are hereby authorized to return to the unsuccessful bidders, the certified checks, cashier's checks or bid bonds, evidencing their guarantee in accordance with the provisions of N.J.S.A. 40A:11-24.

Adopted:

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President

**AGREEMENT**

In conjunction with the Central Avenue Spray Park Repairs, (hereinafter "Work Title")

THIS AGREEMENT by and between:

City of Orange Township, 29 North Day Street, Orange, NJ 07050-9998 (hereinafter "OWNER")

and \_\_\_\_\_ (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. **Defined Terms.** Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.

2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.

3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.

4. **Contract Documents.** The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and do not include addenda.

5. **Work.** Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices as amended hereby to exclude all Alternate Pay Items.

6. **Notice to Proceed.** Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.

7. **Commencement of Contract Time.** Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

8. **Contract Times.** Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:

- (a) **Substantial Completion.** No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.
- (b) **Final Payment.** The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions, by May 18, 2024.

9. **Contract Price.** Pursuant to paragraph 1.01.A.13 of the General Conditions, the Contract Price for the Work is Three Hundred Forty-Seven Thousand, Two Hundred and Seventy-Five Dollars and Zero Cents (\$347,275.00).

10. **Retainage.** Pursuant to paragraph 14.02.A.3 of the General Conditions, retainage hereby is established as follows: Two (2) Percent if the Contract Price Exceeds One Hundred Thousand Dollars (\$100,000); or Ten (10) percent if the Contract Price is One Hundred Thousand Dollars (\$100,000) or less.

11. **Progress Payments.** Pursuant to paragraph 14.02 of the General Conditions, progress payments will be made based on the Schedule of Prices less retainage and all other deductions applicable in accordance with the Contract Documents. Payments shall be made in accordance with Appendix A to this Agreement.

12. **Damages.** Pursuant to paragraph SC-12.04 of the Supplementary Conditions, damages are established at: the greater of Two Hundred Dollars (\$200) per day or one twentieth of one percent (0.0005) per day multiplied by the Contract Price.

13. **Prevailing Wages.** Pursuant to New Jersey statutory requirements (P.L. 1963, C. 150), a wage determination for the Work in effect on the date of the Notice of Award and made by the New Jersey Department of Labor is made a part of this Agreement by reference and shall apply as if set forth herein at length. ENGINEER shall request the aforementioned wage determination, maintain it on file during the Work, and provide a copy to the CONTRACTOR upon request.

14. **Mandatory Affirmative Action Language.** CONTRACTOR and all subcontractors shall comply with the provisions of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 and the regulations adopted thereunder, and specifically agree to comply with the terms and conditions of Exhibit B Mandatory Affirmative Action Language which is attached hereto and made a part of the Contract Documents.

15. **Construction Contract Reports.** Pursuant to Exhibit B Mandatory Affirmative Action Language, and rules and regulations related thereto, CONTRACTOR shall complete and submit monthly project manning reports as prescribed by the Division of Contract Compliance and Equal Employment Opportunity Office.

16. **ENGINEER.** Pursuant to paragraph 1.01.A.19 of the General Conditions, Engineer is as named as follows: Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.

17. **ENGINEER's Consultant.** ENGINEER's Consultant is named as follows: None

18. **Prohibition on Assignment.** CONTRACTOR shall not assign or transfer any of its rights or interests in this Agreement without the written consent of the Owner.

19. **Permits.** Pursuant to paragraph 6.08 of the General Conditions, CONTRACTOR is responsible to obtain all permits required for the work except those secured by the OWNER. The CONTRACTOR shall comply with the conditions and requirements of said permits and approvals which relate to construction and performance of the work.

**IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.**

**CONTRACTOR:**

**Authorized Signature:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Attest: (Signature)** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**OWNER:**

**Authorized Signature:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Attest: (Signature)** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Effective Date of the Agreement:** \_\_\_\_\_

**As to Form and Sufficiency**

\_\_\_\_\_  
**Gracia R. Montilus, City Attorney**

\_\_\_\_\_  
**Joyce L. Lanier, City Clerk**

## INVITATION TO BID

NOTICE TO BIDDERS hereby is given that Bids are invited and will be received as set forth below.

1. **OWNER:**  
City of Orange Township  
29 North Day Street  
Orange, NJ 07050-9998
2. **WORK TITLE:** Central Avenue Spray Park Repairs
3. **WORK SITE:** Central Avenue Spray Park, Orange, NJ
4. **WORK DESCRIPTION:** The proposed work consists of the rehabilitation of the existing spray park, including the installation of a new equipment shed on a concrete footing foundation, installation of replacement spray park equipment, electrical work, plumbing, and site improvements to bring the spray park back into working condition.
5. **ENGINEER:**  
Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.  
26 Columbia Turnpike  
Florham Park, NJ 07932  
Attention: Nicholas DeCotiis  
Telephone: (973) 240-1800  
Email: ndecotiis@mnwe.com
6. **CONTRACT DOCUMENTS:**  
Contract Documents will be made available electronically. Please contact Nicholas DeCotiis at ndecotiis@mnwe.com for access directions. Should hard copies be desired, Contract Documents may be purchased at \$150.00 per set, Monday through Friday, except legal holidays, from 8:00 A.M. to 5:00 P.M., prevailing time, at the ENGINEER's address. Cash is accepted and all checks are to be made out to Matrix New World Engineering. No refunds will be made.
7. **USE OF CONTRACT DOCUMENTS:**  
Contract Documents are available solely for the purpose of obtaining Bids and not to confer a license or grant for any other purpose.
8. **PRE-BID MEETING:**  
No Pre-Bid Meeting is scheduled for this project. Prospective bidders are free to visit the site at any time.
9. **BID GUARANTEE:**  
Bid Guarantee is required in an amount not less than ten (10) percent of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars (\$20,000).
10. **CONSENT OF SURETY:**  
A certificate is required from a surety company stating that it will provide bonds in the form and amounts as stated in the Contract Documents.
11. **SUBMISSION OF BIDS:**  
Bids shall be placed in sealed envelopes, clearly marked with "Sealed Bid - 11:00 AM Wednesday, October 11, 2023", the project name, and the Bidder's name and address. Bids must be received by Owner prior to the Date and Time indicated for Public Bid Opening and Reading in Paragraph #12. No Bids will be received after the indicated Date and Time. Bidders may either:
  - (a) mail Bids to: City of Orange Township  
29 North Day Street  
Orange, NJ 07050-9998  
Attn: Marty Mayes, Director of Public Works and Engineering

or (b) hand deliver Bids to Owner at the Place indicated for Public Bid Opening and Reading in Paragraph #12.

**12. PUBLIC BID OPENING AND READING:**

**Date:** Wednesday, October 11, 2023

**Time:** 11:00 AM EDT

**Location:** City of Orange Township City Hall  
4th Floor Council Chambers  
29 North Day Street  
Orange, NJ 07050-9998

**13. STATUTORY REQUIREMENTS:**

Bidders are required to comply with all applicable Laws and Regulations including the N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 (Affirmative Action) P.L. 1999, C.238 (Public Works Contractor Registration), P.L. 1963, C. 150 (Prevailing Wages) and P.L. 2004, C. 57 (New Jersey Business Registration Requirements).

**14. REJECTION OF BIDS:**

Owner reserves the right to reject any or all Bids and to waive any immaterial defect or informality in any Bid, if deemed in the best interest of Owner.

**THIS BID IS BEING ISSUED BY ORDER OF**  
City of Orange Township  
Dwayne D. Warren, Esq., Mayor  
9/18/23

**\$158.42**

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
BUDGET/OPEN SPACE TRUST FUND

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are sufficient funds to Contract with:

Vendor Name: Picerno Giordano Construction  
Address#1: 200 Market Street

City: Kenilworth  
State: NJ  
Zip Code: 07033-2032

Purpose: Central Ave. Splash Park improvements

Fund:           MOSTF                                  Current          

Account Name : Open Space Trust Fund PM - Parks - Repairs  
Account Numbers(s): T-11-00-000-000-000 3-01-28-375-000-509

Requested Amount:           219,605.00                   115,395.00

Vendor ID: PICER010

Purchase Order #: 23-01955

Amount not to exceed:                           \$335,000.00

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Division Head

Date

*Nile Clements*

10/18/2023

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Chief Financial Officer

Date



**BID FORM**

OWNER: City of Orange Township

WORK TITLE: Central Avenue Spray Park Repairs

BIDDER: Picerno Giordano Construction, LLC

200 Market Street

Kenilworth, NJ 07033

(Enter Bidder's legal name and address)

1. **Documents.** Bidder understands and accepts all provisions of the Contract Documents.
2. **Bid Form Supplements.** Bidder encloses herewith the following executed Bid Form Supplements: Bid Guarantee, Consent of Surety, Statement of Corporate Ownership, List of Subcontractors, Acknowledgement of Receipt of Changes to Contract Documents, Non-Collusion Affidavit, Contractor's Experience Statement, Iran Disclosure Form and Bid Document Submission Checklist.
3. **Schedule of Prices.** Bidder encloses herewith a completed Schedule of Prices in accordance with the Instructions to Bidders Section of this document.

4. **Communications.** Bidder requests that communications regarding this Bid be addressed as follows:

Name: Toni Giordano Picerno

Address: 200 Market St., Kenilworth, NJ 07033

Telephone: 908-241-4331

Fax: 908-241-7854

5. **Signature.** Bidder executes this Bid by signature of the person or persons authorized to sign for the Bidder.

SIGNATURE: 

Name (printed): Toni Giordano Picerno

SIGNATURE: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM SUPPLEMENT A**  
**BID GUARANTEE**  
(As Required by N.J.S.A. 40A: 11-21)

OWNER: City of Orange Township

WORK TITLE: Central Avenue Spray Park Repairs

BIDDER'S LEGAL NAME: Picerno Giordano Construction, LLC

**INSTRUCTIONS:**

(1) Bidder must calculate Bid Guarantee at ten (10) percent of the Total Bid Amount shown by Bidder in the Schedule of Prices. The maximum required Bid security shall be Twenty Thousand Dollars (\$20,000).

(2) Bidder must make Bid Guarantee payable to Owner either in the form of a certified check or Bid Bond issued by a surety authorized to do business in state where the work is to be performed.

(3) A Bid Bond must incorporate the following information and provisions:

Surety Name and Address  
Owner (Same as in Invitation to Bid)  
Work Title (Same as in Invitation to Bid)  
Bidder (Same as in Bid Form)  
Penal Sum (Amount as required in Contract Documents)  
Default (According to Contract Documents)  
Payment (According to Contract Documents)

(4) Bidder, and Surety when a Bid Bond is submitted, must understand, and accept all provisions regarding forfeiture of Bid security as set forth in the Instructions to Bidders.

(5) Bidder must understand and accept that any departure in the required amount of Bid Guarantee from the amount calculated as specified in the Contract Documents, or any departure in the provisions incorporated in a Bid Bond from the provisions specified in the Contract Documents, shall be grounds for rejection of the Bid.

Bidder must check and initial one of the following:

Bidder has affixed hereto a certified check.

Bidder has affixed hereto a Bid Bond.

**BID FORM SUPPLEMENT B**  
**CONSENT OF SURETY**  
(Pursuant to N.J.S.A. 40A: 11-22)

"See Attached"

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_  
(Owner)

RE: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_ is licensed to  
(Surety Company)

Conduct business in the state of New Jersey and will provide to \_\_\_\_\_  
(Contractor)

a performance bond in the full amount of awarded contract in the event that said contractor is

awarded a contract for the above project.

\_\_\_\_\_  
Authorized Agent of Surety Company

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID**

**BID FORM SUPPLEMENT C**  
**STATEMENT OF CORPORATE OWNERSHIP**  
(Pursuant to N.J.S.A. 52:25-24.2)

NAME OF BUSINESS Picerno Giordano Construction, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership Partnership                       Limited Liability Corporation                       Limited Liability Partnership  
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below

Stockholders:

Name: Richard Picerno

Name: Toni Giordano Picerno

Home Address: 241 Faitoute Ave.

Home Address: 241 Faitoute Ave.

Kenilworth, NJ 07033

Kenilworth, NJ 07033

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

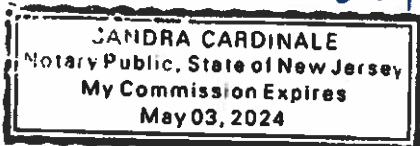
Home Address: \_\_\_\_\_

Subscribed and sworn before me this 11 day of Oct, 2023

  
(Affiant)

(Notary Public) Jandra Cardinale  
My Commission expires: 5/3/24

Toni Giordano Picerno - Managing Member  
(Print Name & Title of Affiant)



(Corporate Seal)

**BID FORM SUPPLEMENT D**  
**LIST OF SUBCONTRACTORS**

Requested by  
 THE LOCAL PUBLIC CONTRACT LAW  
 N.J.S.A. 40A: 11-16  
 And P.L. 1997, Chapter 408

City of Orange Township

BID OPENING DATE October 11, 2023

Work Title: **Central Avenue Spray Park Repairs**

Job No: **23-0470**

CONTRACTOR: Picerno Giordano Construction, LLC

Name Under Which Subcontractor Licensed	License No.	N.J. Dept. of Labor Certificate No.	Address of Office Mill or Shop	Specific Description of Subcontract	Percent of Contract	Price Quote to be Awarded to Subcontractor
Quality Electric	34EB00924700	31081	9 Plum Lane, Holmdel, NJ 07733	Electrical		\$8,000.00
Central Jersey Plumbing	36B101180900	675368	132 Market Street Kenilworth, NJ 07033	Plumbing		\$5,000.00

I, Picerno Giordano Construction, LLC (NAME OF CONTRACTOR), certify that the price quotes submitted above will be awarded to each Subcontractor should I be awarded the Contract.

NAME: Toni Giordano Picerno

ADDRESS: 200 Market Street

Kenilworth, NJ 07033

SIGNED BY: Toni Giordano Picerno


**BID FORM SUPPLEMENT E**  
**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**CITY OF ORANGE TOWNSHIP**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
<u>1</u>	<u>9/29/2023</u>
_____	_____
_____	_____
_____	_____

Acknowledged for: Picerno Giordano Construction, LLC  
(Name of Bidder)

By:   
(Signature of Authorized Representative)

Name: Toni Giordano Picerno

Title: Managing Member

**BID FORM SUPPLEMENT F**  
**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of Union

SS:

I, Toni Giordano Picerno residing in Kenilworth  
(Name of Affiant) (Name of Municipality)

In the County of Union and State of New Jersey of full  
Age, being duly sworn according to law on my oath depose and say that:

I am Managing Member of the firm of Picerno Giordano Construction, LLC  
the bidder making this Proposal for the bid proposal entitled  
Central Avenue Spray Park, and that I executed the said proposal with full authority to do  
(Title of bid proposal)

So that said bidder has not, directly or indirectly entered into any agreement, participated in any  
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above name project; and that all statements contained in said proposal and in this affidavit are true and  
correct, and made with full knowledge that the City of Orange relies upon the  
(Name of Contracting Unit)

truth of the statements contained in said proposal and in the statements contained in this affidavit in  
awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure  
such contract upon an agreement or understanding for a commission, percentage, brokerage, or  
contingent fee, except bona fide established commercial or selling agencies maintained by  
Picerno Giordano Construction, LLC.

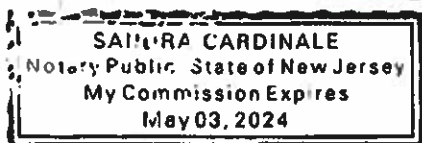
Subscribed and sworn to

Before me this 11  
Oct 2023

  
Toni Giordano Picerno

Type or print name of affiant under signature

Donna Cardinali  
Notary Public of NJ  
My Commission expires 5/3 2024



**BID FORM SUPPLEMENT G**  
**CONTRACTOR'S EXPERIENCE STATEMENT**

**OWNER:** City of Orange Township

**WORK TITLE:** Central Avenue Spray Park Repairs

**BIDDER'S LEGAL NAME:** Picerno Giordano Construction, LLC

The bidder is requested to state below what work of a similar character to that included in the proposed Contract they have done, and give references that will enable the Owner to judge of their experience, skill and business standing:

Experience not relative to the work of this proposed Contract may not be given consideration by the OWNER.

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the contracts.

**See Attached**

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**(Add supplementary pages if necessary)**



**BID FORM SUPPLEMENT G (Cont.)**  
**INFORMATION SHOWING QUALIFICATIONS FOR WORK**

The Bidder shall here furnish the following summary information relative to their ability and financial resources available for the fulfillment of the Contract, if such is awarded to them:

How many consecutive years has he/she/they been engaged in the Contracting business under the present financial name? (5 year minimum recommended) 9 years

When Organized? June, 2014

Where Incorporated? \_\_\_\_\_

Credit available for this Contract \$ \_\_\_\_\_

Contracts in Hand – Number \_\_\_\_\_ Gross Amount \$ \_\_\_\_\_

List Permanent Field Personnel "See Attached"

\_\_\_\_\_  
\_\_\_\_\_  
List Construction Equipment Owned "See Attached"

\_\_\_\_\_  
\_\_\_\_\_  
List of Emergency Equipment Owned \_\_\_\_\_

\_\_\_\_\_  
Has he/she/they ever refused to sign a Contract at the original bid? No

Has he/she/they ever defaulted on a Contract? No

Has he/she/they ever been adjudged a bankrupt or been subject to a receivership or an order of reorganization? If so, give details and particulars. No

\_\_\_\_\_  
Is the business at this time subject to any court order relating to bankruptcy, receivership, liquidation or reorganization? No

**BID SUPPLEMENT H**  
**AFFIRMATIVE ACTION LANGUAGE**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women

**BID SUPPLEMENT H (Cont.)**  
**AFFIRMATIVE ACTION LANGUAGE**

workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

**BID SUPPLEMENT H (Cont.)**  
**AFFIRMATIVE ACTION LANGUAGE**

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Vendor Name: Picerno Giordano Construction, LLC

Date: October 11, 2023

**BID SUPPLEMENT K**  
**Certificate of Registration**  
**(P.L. 1999, C.238)**

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**To: City of Orange**

**Re: Central Avenue Spray Park**

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- I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act.\*
- II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.
- III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.
- IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

\*Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.

**BID FORM SUPPLEMENT L**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The **CONTRACTOR** and the **OWNER** do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **OWNER** pursuant to this contract, the **CONTRACTOR** agrees that the performance shall be strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the **CONTRACTOR**, shall defend the **OWNER** in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the **OWNER**, its agents; servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The **CONTRACTOR** shall, as its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the **OWNER** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **OWNER** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **OWNER** or if the **OWNER** incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the **CONTRACTOR** shall satisfy and discharge the same at its own expense.

The **OWNER** shall, as soon as practicable after a claim has been made against it, give written notice thereof to the **CONTRACTOR** along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the **OWNER** or any of its agents, servants, and employees, the **OWNER** shall expeditiously forward or have forwarded to the **CONTRACTOR** every demand, complaint, notice, summons, pleading, or other process received by the **OWNER** or its representatives.

It is expressly agreed and understood that any approval by the **OWNER** of the services provided by the **CONTRACTOR** pursuant to this contract will not relieve the **CONTRACTOR** of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the **OWNER** pursuant to this paragraph.

It is further agreed and understood that the **OWNER** assumes no obligation to indemnify or save harmless the **CONTRACTOR**, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the **CONTRACTOR** expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the **CONTRACTOR'S** obligations assumed in this Agreement, nor shall they be construed to relieve the **CONTRACTOR** from any liability, nor preclude the **OWNER** from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**BID SUPPLEMENT I**  
**INDEMNITY AND HOLD HARMLESS AGREEMENT**

Between      The City of Orange Township  
                 29 North Day Street  
                 Orange, New Jersey 07050

And

Picerno Giordano Construction, LLC  
(Contractor)

200 Market St., Kenilworth, NJ 07033  
Address (not a post office box)

908-241-4331 Fax 908-241-7854  
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this 11 day of Oct 2023

Picerno Giordano Construction, LLC

Name of Bidder

  
Authorized signature and title

Toni Giordano Picerno - Managing Member

Print - Authorized signature and title

Subscribed and sworn to

Before me this 11 day of

Oct 12 2023

  
Signature of Notary

My Commission expires 5/3 2024

ANDRA CARDINALE  
Public, State of New Jersey  
My Commission Expires  
May 03, 2024

00410-13

**BID SUPPLEMENT J**  
**U.S. Department of Labor – Wage and Hour Division**  
**Statement of Compliance**

Date: 10/11/2023

I Toni Giordano Picerno, Managing Member do hereby state  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Picerno Giordano Construction, LLC  
(Contractor or Subcontractor)

On the Central Avenue Spray Park that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said \_\_\_\_\_ from the full weekly wages earned by any  
(Contractor or Subcontractor)

Person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions as defined in Regulations, Par 2(29 CFR Schedule A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat, 108 72 Stat, 967; 76 Stat. 357;40 U.S.C. 276t) And described below:

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(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated in the contract that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic



**BID SUPPLEMENT M**  
**COMPREHENSIVE IRAN SANCTIONS, ACCOUNTABILITY AND INVESTMENT ACT OF 2010**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN : N.J.S.A 40A:11-2.1; P.L. 2012, c. 25 (7/30/12)**

**Project Name:** Central Avenue Spray Park Repairs  
**Bidder/Offorer:** Picerno Giordano Construction, LLC

**PART 1: CERTIFICATION : BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the City finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Type text here

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ADD ADDITIONAL COPIES OF THIS FORM TO THE SUBMITTAL**

Name Relationship to Bidder/Offorer

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Bidder/Offorer Contact Name

Contact Phone Number

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the City of Orange Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Toni Giordano Picerno

Signature: 

Title: Managing Member

Date: 10/11/2023

**BID FORM SUPPLEMENT N**  
**BID DOCUMENT SUBMISSION CHECKLIST**



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

**CONTRACT / BID SOLICITATION TITLE** Research Services Related to Companies Doing Business with Russia, Belarus, and Iran

**CONTRACT / BID SOLICITATION No.** N/A

**CHECK THE APPROPRIATE BOX**

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L. 2022, c.3,<sup>1</sup> section 1 e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

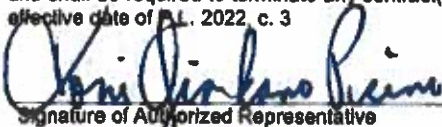
Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Description of Prohibited Activity**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach Additional Sheets if Necessary*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3

  
Signature of Authorized Representative

10/11/2023  
Date

Toni Giordano Picerno - Managing Member  
Print Name and Title of Authorized Representative

Picerno Giordano Construction, LLC  
Vendor Name

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus means (1) companies in which the Government of Russia or Belarus has any direct equity share, (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus, (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.



CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08645-0230

BID SOLICITATION # & TITLE: Research Services Related to Companies Doing Business with Russia, Belarus, and Iran

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c) or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with Ingersoll-Rand Co. v. Ciavatta, 110 N.J. 809 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
(2) the extent to which it is known by employees and others involved with your business;
(3) the extent of the measures taken by your firm to guard the secrecy of the information;
(4) the value of the information to your firm and your competitors;
(5) the amount of effort or money expended by your firm in developing the information, and
(6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:

- [X] The Company's Quote does not include any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.
OR
[] The Company's Quote does include confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the foregoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

Picerno Giordano Construction, LLC

Company Name

Signature

Toni Giordano Picerno - Managing Member

Print Name and Title

10/11/2023

Date

**BID FORM SUPPLEMENT O**  
**BID DOCUMENT SUBMISSION CHECKLIST**

**City of Orange Township**

**Work Title: Central Avenue Spray Park Repairs**

**Job No: 23-0470**

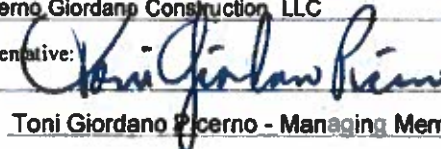
**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.**  
(N.J.S.A. 40A:11-23.2)

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X A Bid Guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Form Supplement A)	TGP
X A Consent of Surety, pursuant to <u>N.J.S.A. 40A:11-22</u> (Bid Form Supplement B)	TGP
X A Statement of Corporate Ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Bid Form Supplement C)	TGP
X A List of Subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Bid Form Supplement D)	TGP
X If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) (Bid Form Supplement E)	TGP

**B. Failure to submit the following documents and/or requirements may be a cause for the bid to be rejected.**  
(N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X Submission of a Non-Collusion Affidavit (this form must be Notarized) (Bid Form Supplement F)	TGP	X Meeting Federal Labor Standards for CDBG Funded Projects (Appendix C)	TGP
X Contractor's Experience Statement (Bid Form Supplement G)	TGP	X Public Works Contractor Registration Certificate(s) from the NJDOL for Contractor and for Listed Subcontractors pursuant to <u>N.J.S.A. 34:11-56.48</u> )	TGP
X Affirmative Action Language (Bid Form Supplement H)	TGP	X All unit prices submitted and extensions properly computed	TGP
X Indemnity and Hold Harmless Agreement (Bid Form Supplement I)	TGP	X TOTAL BID AMOUNT stated in figures and in writing, as per the Instructions To Bidders section of this document.	TGP
X Statement of Compliance (Bid Form Supplement J)	TGP	X All forms signed, initialed, certified, and notarized as required	TGP
X Certificate of Registration (Bid Form Supplement K)	TGP	X Copy of Contractor's and all listed Subcontractor's Business Registration pursuant to <u>N.J.S.A. C.52:32-44</u> (P.L. 2004, c. 57)	TGP
X Disclosure of Investment Activities in Iran (Bid Form Supplement M)	TGP	X Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Bid Form Supplement N)	TGP

**C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: Picerno Giordano Construction, LLC  
 By Authorized Representative:   
 Signature: \_\_\_\_\_  
 Print Name and Title: Toni Giordano Picerno - Managing Member  
 Date: 10/11/2023

**SCHEDULE OF PRICES**

OWNER: City of Orange Township

WORK TITLE: Central Avenue Spray Park Repairs

Bidder proposes to complete the Work in accordance with the Contract Documents at the prices set forth in this Schedule of Prices.

<u>No.</u>	<u>Title and Pay Basis</u>	<u>Amount</u>
------------	----------------------------	---------------

**BASIC PAY ITEMS**

All Basic Pay Items will be included in the Work. Bidder shall include all Basic Pay Items in the Total Bid Amount. Upon Award Contractor is to submit a breakdown of bid price.

I. CENTRAL AVENUE SPRAY PARK REPAIRS

TGP

Three hundred thirty five thousand ..... Dollars and  
200 ..... Cents per  
LUMP SUM equals:

\$ 335,000.00

The Pay Item shall include all work shown the construction plans and included in these project specifications including but not limited to mobilization, clearing, demolition, grading and fill import, construction of the new equipment structure, stairs, foundation, electrical work, spray park equipment, permits, site restoration and project management.

**NOTICE OF AWARD**

**OWNER:** City of Orange Township

**"If Awarded"**

**WORK TITLE:** Central Avenue Spray Park Repairs

**DATE OF NOTICE OF AWARD:**

**TO:**

1. **Notification.** You are hereby notified that your Bid has been accepted by OWNER and you are designated "Successful Bidder". Enclosed is a copy of OWNER's resolution regarding the award of a contract.

2. **Agreement.** Enclosed are four (4) copies of completed and unsigned Agreement that refers to the Schedule of Prices submitted with your Bid.

3. **Successful Bidder's Obligations.** You must comply with the requirements regarding Successful Bidder's Obligations as set forth in the Instruction to Bidders.

**BY:** \_\_\_\_\_  
(Signature)

**Via:**

- Email, Return Receipt Requested
- Certified Mail, Return Receipt Requested
- Hand Deliver:

**Date:** \_\_\_\_\_

**Received by:** \_\_\_\_\_

**AGREEMENT**

In conjunction with the Central Avenue Spray Park Repairs, (hereinafter "Work Title")

THIS AGREEMENT by and between:

City of Orange Township, 29 North Day Street, Orange, NJ 07050-9998 (hereinafter "OWNER")

and \_\_\_\_\_ (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. **Defined Terms.** Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.

2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.

3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.

4. **Contract Documents.** The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and do not include addenda.

5. **Work.** Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices as amended hereby to exclude all Alternate Pay Items.

6. **Notice to Proceed.** Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.

7. **Commencement of Contract Time.** Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

8. **Contract Times.** Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:

- (a) **Substantial Completion.** No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.
- (b) **Final Payment.** The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions, by May 18, 2024.

9. Contract Price. Pursuant to paragraph 1.01.A.13 of the General Conditions, the Contract Price for the Work is Three Hundred Forty-Seven Thousand, Two Hundred and Seventy-Five Dollars and Zero Cents (\$347,275.00).

10. Retainage. Pursuant to paragraph 14.02.A.3 of the General Conditions, retainage hereby is established as follows: Two (2) Percent if the Contract Price Exceeds One Hundred Thousand Dollars (\$100,000); or Ten (10) percent if the Contract Price is One Hundred Thousand Dollars (\$100,000) or less.

11. Progress Payments. Pursuant to paragraph 14.02 of the General Conditions, progress payments will be made based on the Schedule of Prices less retainage and all other deductions applicable in accordance with the Contract Documents. Payments shall be made in accordance with Appendix A to this Agreement.

12. Damages. Pursuant to paragraph SC-12.04 of the Supplementary Conditions, damages are established at: the greater of Two Hundred Dollars (\$200) per day or one twentieth of one percent (0.0005) per day multiplied by the Contract Price.

13. Prevailing Wages. Pursuant to New Jersey statutory requirements (P.L. 1963, C. 150), a wage determination for the Work in effect on the date of the Notice of Award and made by the New Jersey Department of Labor is made a part of this Agreement by reference and shall apply as if set forth herein at length. ENGINEER shall request the aforementioned wage determination, maintain it on file during the Work, and provide a copy to the CONTRACTOR upon request.

14. Mandatory Affirmative Action Language. CONTRACTOR and all subcontractors shall comply with the provisions of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 and the regulations adopted thereunder, and specifically agree to comply with the terms and conditions of Exhibit B Mandatory Affirmative Action Language which is attached hereto and made a part of the Contract Documents.

15. Construction Contract Reports. Pursuant to Exhibit B Mandatory Affirmative Action Language, and rules and regulations related thereto, CONTRACTOR shall complete and submit monthly project manning reports as prescribed by the Division of Contract Compliance and Equal Employment Opportunity Office.

16. ENGINEER. Pursuant to paragraph 1.01.A.19 of the General Conditions, Engineer is as named as follows: Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.

17. ENGINEER's Consultant. ENGINEER's Consultant is named as follows: None

18. Prohibition on Assignment. CONTRACTOR shall not assign or transfer any of its rights or interests in this Agreement without the written consent of the Owner.

19. Permits. Pursuant to paragraph 6.08 of the General Conditions, CONTRACTOR is responsible to obtain all permits required for the work except those secured by the OWNER. The CONTRACTOR shall comply with the conditions and requirements of said permits and approvals which relate to construction and performance of the work.



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

**CONTRACTOR:**

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: (Signature) \_\_\_\_\_

Name and Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**OWNER:**

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: (Signature) \_\_\_\_\_

Name and Title: \_\_\_\_\_

Effective Date of the Agreement: \_\_\_\_\_

As to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus, City Attorney

\_\_\_\_\_  
Joyce L. Lanier, City Clerk

"If Awarded"

**PERFORMANCE BOND**

Central Avenue Spray Park Repairs  
City of Orange Township  
Essex County, New Jersey

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto: **City of Orange Township**, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for **Central Avenue Spray Park Repairs**.

NOW. THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
*(Principal Secretary)*

**(SEAL)**

\_\_\_\_\_  
*Witness as to Principal*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Principal)*

**By:** \_\_\_\_\_

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*Surety*

**ATTEST:**

\_\_\_\_\_  
*Witness as to Surety*

\_\_\_\_\_  
*(Address)*

**By:** \_\_\_\_\_

*Attorney-in-Fact*

\_\_\_\_\_  
*(Address)*

**NOTE:** Date of BOND must not be prior to date of Contract.

**NOTE:** There are to be executed an appropriate number of counterparts of this Maintenance Bond corresponding to the number of counterparts of the Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Jersey.

Matrix New World Engineering, Land Surveying  
and Landscape Architecture, PC  
442 State Route 35, 2<sup>nd</sup> Floor  
Eatontown, NJ 07724  
732.588.2999 Fax 973.240.1818  
www.matrixnewworld.com WBS/082/222

# MATRIXNEWORLD

Engineering Progress

September 29, 2023

Via Email

Attn: ALL BIDDERS

RE: **ADDENDUM #1  
CENTRAL AVENUE SPRAY PARK REPAIRS  
CITY OF ORANGE, ESSEX COUNTY, NEW JERSEY  
MATRIX NO. 23-0470**

You are hereby notified of the following changes and clarifications to the plans and specifications for the above-referenced project:

The following responses to the *noted comments* received:

1. *Can you provide layout of the water play equipment outlined in spec section 131414? Or are the water play equipment items in specs existing to remain?*

**The water play equipment items are to remain. The replacement of spray park components is limited to the electrical and filtration/circulation equipment. The specification provided was derived from the specification for the original spray park construction, and those play equipment features are provided for informational purposes.**

2. *Is there a rubber play surface being installed as part of this project for the safety of the children?*

**No repairs to the existing spray park play features is anticipated, therefore rubber play surface is not included.**

3. *As per note in specs owner to furnish filtration equipment. Please list all items furnished by owner on filtration equipment. There are extensive lists of plumbing equipment on drawings and no clear definition of filter equipment (ie pumps, valves filters etc). This will help owner save money so we don't have to include duplicates in our bid.*

**As stated above, the specification provided was derived from the specification for the original spray park construction. For this bid, the Contractor shall furnish all equipment necessary, including pumps, filters, etc. to perform the repairs. The Owner will not provide any materials for the project.**

**MATRIXNEWORLD**  
Engineering Progress

**The bid date and time remains Wednesday, October 11, 2023 at 11:00 AM EDT.**

**Note: You are required to acknowledge receipt of this addendum on Proposal Form Supplement E. Failure to do so may cause rejection of your Proposal.**

**Please provide any questions by the close of business Monday, October 2, 2023.**

Sincerely,

**MATRIX NEW WORLD ENGINEERING**



Nicholas DeCotiis, P.E.  
Senior Engineer



**Endurance Assurance Corporation**  
 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577  
**New Jersey Bid Bond**

**Know all men by these presents:**

That Picerno Giordano Construction, LLC, as Principal, and  
Endurance Assurance Corporation, a corporation organized under the laws of Delaware (hereinafter called  
 the Surety), as Surety, are held and firmly bound unto  
City of Orange (hereinafter called the  
 Obligee) in the full and just sum of 10.00 % Percent of the Total Bid Amount  
 not to exceed \$20,000.00

, good and lawful money of the United States of America, to the payment of which sum of money well  
 and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators,  
 successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 3rd day of October, 2023 A.D.

**The condition of the obligation is such, that:**

If the Obligee shall make any award within 60 days to the Principal for  
Central Avenue Spray Park Repairs  
 according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter  
 into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the  
 faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to  
 do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of  
 this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal: Picerno Giordano Construction, LLC

By: Toni Giordano Picerno  
 Name & Title: TONI GIORDANO PICERNO  
MANAGING MEMBER

(SEAL)

Surety: Endurance Assurance Corporation

By: [Signature]  
 Name: Adriana Grammichele  
 (Attorney-in-Fact)

**BID FORM SUPPLEMENT B**  
**CONSENT OF SURETY**  
(Pursuant to N.J.S.A. 40A: 11-22)

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: City of Orange  
(Owner)

RE: Picerno Giordano Construction, LLC  
(Contractor)

Central Avenue Spray Park Repairs  
(Project Description)

This is to certify that the Endurance Assurance Corporation is licensed to  
(Surety Company)

Conduct business in the state of New Jersey and will provide to Picerno Giordano Construction, LLC  
(Contractor)

a performance bond in the full amount of awarded contract in the event that said contractor is

awarded a contract for the above project.

  
\_\_\_\_\_  
Authorized Agent of Surety Company  
Adriana Giammichele, Attorney-in-Fact

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR  
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR  
COMPANY SUBMITTING THE BID**

# Surety Acknowledgement

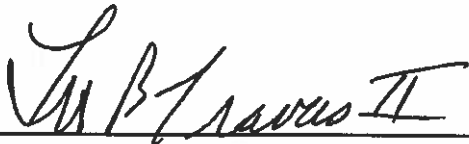
State of New Jersey

County of Essex

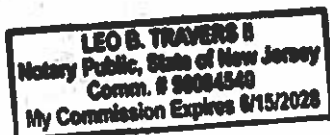
On this 3<sup>rd</sup> day of October in the year 2023 before me personally came Adriana Giammichele to me known, who, being by me duly sworn, did depose and say that he/she resides in Passaic County, New Jersey that he/she is the Attorney-In-Fact for

## **Endurance Assurance Corporation**

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.



Notary Public





# Corporate Acknowledgement

STATE OF New Jersey

COUNTY OF Union

On this 6 day of Oct. the year 2023 before me Sandra Cardinale,

NOTARY PUBLIC personally appeared Toni Giordano Picerno

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

*Toni Giordano Picerno*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal, the date and year first above written.

My Commission expires

5/3/24

Sandra Cardinale  
Notary Public, residing in 28

SANDRA CARDINALE  
Notary Public, State of New Jersey  
My Commission Expires  
May 03, 2024

# ENDURANCE ASSURANCE CORPORATION

081

## POWER OF ATTORNEY

*Know all Men by these Presents*, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint David M. Solimine, Vincent G. Matthews, Emil W. Solimine, Donald L. Felter, Anthony R. Ferrara, Adriana Giammichele its true and lawful Attorney(s)-in-fact, at LIVINGSTON in the State of NJ and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 6th day of NOVEMBER of 2018 at Purchase, New York.

(Corporate Seal)  
ATTEST

*Marianne L. Wilbert*  
MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By *Sharon L. Sims*  
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN  
COUNTY OF NEW YORK

On the 6th day of NOVEMBER of 2018 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)  
STATE OF NEW YORK  
COUNTY OF NEW YORK

*Nicholas James Benenati*

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK ss: MANHATTAN  
COUNTY OF NEW YORK

## CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further certified:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

And the undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of October, 2023.

(Corporate Seal)

*Christopher Donelan*  
CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Substitution: [suretybondclaims@sompo-usa.com](mailto:suretybondclaims@sompo-usa.com)

Surety Claims Hotline: 877-670-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

**ENDURANCE ASSURANCE CORPORATION**  
**FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS**  
As of December 31, 2022


<b>ASSETS:</b>	
Bonds	\$ 7,059,123,973
Stocks	\$ 2,392,618,615
Other Invested Assets	\$ 341,410,213
Cash, Cash Equivalents and Short-Term Investments	\$ 1,094,982,499
Receivable for Securities	\$ 5,040,617
<b>Total Cash and Invested Assets</b>	<b>\$ 10,893,175,916</b>
Agents' Balances or Uncollected Premiums	\$ 3,995,122,766
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 1,021,522,572
Funds Held By or Deposited With Reinsurance Companies	\$ 395,751,229
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 191,852,444
Receivables From Parent, Subsidiaries & Affiliates	\$ 39,365,910
Aggregate Write-Ins for Other Than Invested Assets	\$ 68,569,185
Investment Income Due and Accrued	\$ 39,919,379
<b>Total Admitted Assets</b>	<b>\$ 16,645,279,402</b>
<b>LIABILITIES:</b>	
Losses	\$ 5,067,053,293
Loss Adjustment Expenses	\$ 636,551,682
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 1,648,120,859
Taxes Licenses and Fees	\$ 20,735,383
Current Federal & Foreign Income Taxes	\$ 11,753,591
Unearned Premiums	\$ 2,693,071,589
Advance Premium	\$ 3,969,846
Ceded Reinsurance Premiums Payable	\$ 1,222,920,283
Funds Held Under Reinsurance Treaties	\$ 121,763,218
Commissions Payable, Contingent Commissions and Similar Items	\$ 10,761,501
Amounts Withheld or Retained by Company for Account of Others	\$ 727,804,830
Remittances and Items Not Allocated	\$ 108,020,240
Other Expenses Payable	\$ 32,218,055
Payable to Parents, Subsidiaries and Affiliates	\$ 53,587,180
Payable for Securities	\$ 30,889,634
Provision for Reinsurance	\$ 77,480,646
Other Liabilities	\$ 94,352,512
<b>Total Liabilities</b>	<b>\$ 12,561,054,342</b>
<b>CAPITAL AND SURPLUS:</b>	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,669,252
Common Capital Stock	\$ 5,000,000
Surplus Notes	\$ 350,000,000
Gross Paid In and Contributed Surplus	\$ 3,480,137,280
Unassigned Funds (Surplus)	\$ 247,418,528
<b>Total Capital and Surplus</b>	<b>\$ 4,084,225,060</b>
<b>Total Liabilities and Capital and Surplus</b>	<b>\$ 16,645,279,402</b>

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2022 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana, Treasurer

Subscribed and sworn to before me this 15<sup>th</sup> day of March, 2023:

  
Notary Public & Seal  
**DAWNE A. GIBSON**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01G18114191  
Qualified in Westchester County  
My Commission Expires 08-09-2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 800-350-8005		<b>FAX (A/C No.):</b> 973-921-2876
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Picerno-Giordano Construction LLC 200 Market Street Kenilworth NJ 07033		<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: BR-724491 PICECON-01		<b>INSURER A:</b> Everest Indemnity Insurance Company	<b>NAIC #</b> 10851
		<b>INSURER B:</b> Everest National Insurance Company	10120
		<b>INSURER C:</b> Burlington Insurance Company	23820
		<b>INSURER D:</b> Navigators Insurance Company	42307
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1171845333**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CF4GL01523221	11/25/2022	11/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CF4CA01613221	11/25/2022	11/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			355BE0013402	11/25/2022	11/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SW5WC00318221	11/25/2022	11/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			NY22ECPX00378NV	11/25/2022	11/25/2023	Limit \$ 1,000,000 Deductible \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Orange Township is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions, when required by written contract.

### CERTIFICATE HOLDER

City of Orange  
29 North Day St.  
Orange NJ 07050

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Kristina Winterfeldt*

07/14/14

Taxpayer Identification# 030-512-029/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 752  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

PICERNO-GIORDANO CONSTRUCTION, LLC

TRADE NAME:

ADDRESS:

200 MARKET STREET  
KENILWORTH, NJ 07033-2032

EFFECTIVE DATE:

SEQUENCE NUMBER:

0115923

ISSUANCE DATE:

07/14/14



Director  
New Jersey Division of Revenue



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PICERNO-GIORDANO CONSTRUCTION, LLC

**Trade Name:**

**Address:** 200 MARKET STREET  
KENILWORTH, NJ 07033-2032

**Certificate Number:** 0115923

**Effective Date:**

**Date of Issuance:** April 27, 2023

**For Office Use Only:**

20230427143656748

Certificate Number  
626124

Registration Date: 07/03/2023  
Expiration Date: 07/02/2025



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**PICERNO GIORDANO CONSTRUCTION LLC**

Responsible Representative(s):  
Richard Picerno, Manager

Responsible Representative(s):  
Toni Giordano Picerno, Managing Member

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

PICERNO-GIORDANO CONSTRUCTION, LLC  
200 MARKET STREET  
KENILWORTH, NJ 07033

*State of New Jersey*



DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08625-0034



**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$8,000,000	C061 -ATHLETIC FIELDS/SYNTHETIC TURF	08/07/2022	08/06/2024
	C060 -ATHLETIC FIELDS/TRACKS/COURTS	08/07/2022	
	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK	08/07/2022	
	C022 -FENCING	08/07/2022	
	C009 -GENERAL CONSTRUCTION/ALTER. & ADDITIONS	08/07/2022	
	C054 -SITE WORK	08/07/2022	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at [http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\\_03\\_07.pdf](http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf).

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).





## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-026  
PHONE: 609-292-2146 FAX: 609-984-6679

**PHIL MURPHY**  
*Governor*

**SHEILA OLIVER**  
*Lt. Governor*

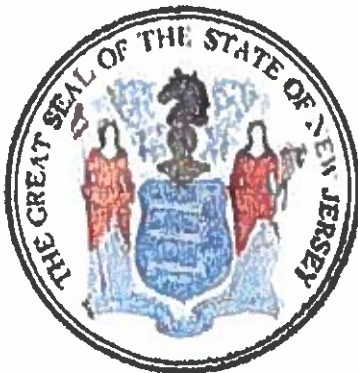
**ELIZABETH MAHER MUOIO**  
*State Treasurer*

**5-YEAR RECERTIFICATION  
APPROVED**  
*under the*  
Small Business Set-Aside Act

This certificate acknowledges PICERNO-GIORDANO CONSTRUCTION, LLC  
DBA: Picerno Giordano Construction as a Category 3 Approved Small Business  
Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki  
Deputy Director

Issued: 8/25/2023

Certification Number: A0395-34

\*Expiration: 8/25/2028

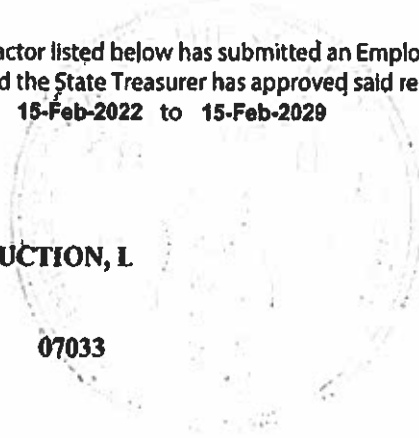
\*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years

Certification 5542

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2022 to 15-Feb-2029**

**PICERNO GIORDANO CONSTRUCTION, L**  
**200 MARKET STREET**  
**KENILWORTH NJ 07033**



*Elizabeth M. Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer



200 Market Street Kenilworth, NJ 07033 ☐ Ph: 908-241-4331 Fax: 908-241-7854 ☐ www.picernogiordano.com

### Affirmative Action Statement

We comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et. Seq., the New Jersey Law against Discrimination N.J.S.A 10:5-1 et. seq., N.J.A.C. 17:27-1.1 et. Seq., and N.J.A.C. 6:4-1.6.

Sincerely,

  
Picerno-Giordano Construction, LLC  
Toni Giordano Picerno, Managing Member

10-10-23  
Date



200 Market Street  
 Kenilworth, NJ 07033  
 Phone (908) 241-4331  
 Fax (908) 241-7854  
 www.picernogiordano.com

**Construction Experience of Key Personnel**

Richard Picerno	47 years	Manager
Toni Giordano Picerno	35 years	Managing Member
Nina Vera	20 years	Project Administrator
Americo Trujillo	28 years	Foreman/Site Super
Sean Conway	3 Years	Foreman/Site Super

**Trade References**

1) Garden State Bobcat Mike Denardo 732-780-6880 mdenardo@bobcatni.com  
 Company Name Contact Person Phone Number email only

999 Route 33 Freehold New Jersey 07728  
 Address City State Zip

2) Superior Recreational Eq. Thalila Maddox Thalila.maddox@slibrnads.com  
 Company Name Contact Person Phone Number email only

150 Adamson Industrial Blvd Carrollton Georgia 30117  
 Address City State Zip

3) BDS Builders LLC Catia Cruz (908) 486-1831 catia@bdsbuilders.com  
 Company Name Contact Person Phone Number email only

2200 Urbanowitz Avenue Linden NJ 07036  
 Address City State Zip

**Projects in Progress**

Project Name	Owner	Estimated Completion	Percent Complete
Pappainni Park	Township of Edison	Fall 2023	80%
Sanford Park & Central Ave Park	Township of Hillside	Fall 2023	10%
Ropes Playground	City of Orange	January 2024	10%
Sgt. James J. Shea Memorial Shooting Range	City of Bayonne	May 2024	15%

I certify that the above is accurate to the best of my knowledge.

10-10-23

Picerno - Giordano Construction, LLC  
 Toni Giordano Picerno, Managing Member

Date



200 Market Street  
Kenilworth, NJ 07033  
Phone (908) 241-4331  
Fax (908) 241-7854  
[www.picernogiordano.com](http://www.picernogiordano.com)

### Equipment Listing

#### Excavators

- CAT 349 with 2D/3D Grade Control - 4.5 YD Capacity
  - 72" & 30" buckets
- CAT 325 with 2D/3D Grade Control – 2.5 YD Capacity
  - 74" flat bucket & 48" bucket
- CAT 308 with 2D/3D Grade Control
  - 54", 36", 24" buckets
- CAT 306
  - 72" tilt bucket, 38", 24", 12" buckets
- CAT 304
  - 54" flat bucket, 38", 24", 12" buckets

#### Skid Steers

- CAT 299D3 with 2D Laser and 3D GPS Grade Control – w/ GB124 Precision Grading Blade with Laser and 3D Grade Control
- CAT 289D3
- Bobcat T570
- Bobcat S250

#### Loader

- Hyundai HL940A w/ 3.5 YD GP Bucket, 2.5 YD Side Dump, Forks

#### Dozer

- Brand New Cat D5XE with 2D/3D Grade Control – Total Station capable – 5.5 YD Blade

#### Haul Truck

- Cat 730 30 Ton Haul truck – 23.9 YD Capacity

#### Rollers

- Dynapac CA1300D 54" Smooth Drum Dirt Roller
- Cat CB54 84" Smooth Drum Dirt Roller
- Hamm HD12 48" Double Drum Roller

#### Drone

- Propellor Mavic Air 3 Enterprise Survey Mapping Drone- 1/10' Accuracy or Less

#### Man Lift

- JLG450A

#### Site Layout

- Complete Trimble Rover Package, including Trimble Business Center to Build Models and make adjustments as need be.
- Topcon Rotary Lasers for Machine Control and Standard stick elevation
- Topcon TP-L6 Pipe Laser

#### Trucks

- 5 Ford Super duty Pick Ups with 3 Respective Size Trailers
- F750 with 20-ton Eager Beaver Trailer
- Mack tractor with 35 Ton Lowboy and 22' Dump Trailer
- Ford Transit Van
- Chevy 3500 Van
- Freightliner Box Truck
- 32' Jobsite Trailer

#### Paving equipment

- Lee Boy Paver 8515
- Lee Boy Paver 8500
- Hamm HP12 Roller
- Dynapac 120 Double Roller
- Beuthling B100 Static Roller
- Kabota Sweeper Bucket



Project & Scope of Work	Address	Owner	Engineer/Contract	Contract Amount	Date Completed	Extension Necessary?	Penalties Imposed?	Lien Claims?
<b>Canterbury Park Improvements</b> Sitework, Concrete, Safety Surfacing, Drains, Site Amenities, Site restoration	9 Planchet Drive Montclair, NJ	Township of Montclair	Neglia Engineering Roberto Hernandez 201-539-8905	\$273,000.00	May-23	NO	NO	NO
<b>Essex Park &amp; Highlane Park Improvements</b> Site work, earthwork, Asphalt, Concrete, Drainage, Fencing, Playground Equipment, Restroom renovation, Decorative Lighting, Site Amenities, Landscaping	Essex Park 41 Chestnut St Montclair, NJ  Nishuane Park High St & Cedar Ave Montclair, NJ	Township of Montclair	Neglia Engineering Roberto Hernandez 201-539-8905	\$882,955.00	May-23	NO	NO	NO
<b>Van Vorst &amp; Hamilton Dog Run</b> Dog run area demo & prep for turf, Site improvements, Excavation for foundations, site grading, drainage retail and repair, new site furnishings, concrete, prep and paint railings & fences dog fountains	257-287 Montgomery St Jersey City, NJ	City of Jersey City	City of Jersey City Division of Architecture Brian Waller 201-547-5900	\$273,620.00	Oct-22	NO	NO	NO
<b>Kennedy Lane Dog Run &amp; Playground Improvements</b> - Completion of a new Dog Run, Playground & Gazebo including demo, earthwork, Safety surfice, fencing, landscaping	30 Kennedy Lane Wood-Ridge, NJ 07075	Borough of Wood-Ridge	Neglia Engineering Brian Intriola 201-693-2617	\$731,032.00	Jul-22	NO	NO	NO
<b>11th St. Park Improvements</b> Sprayground with concrete splashpad, playground areas with rubber tile surfacing, gazebo, fencing, site furniture, decorative lighting, retaining wall, drainage improvements	1024 Columbia Avenue North Bergen, NJ 07470	Township of North Bergen	Boswell Engineering Pete Parrucci 201-641-0770	\$1,032,604.00	Jul-22	NO	NO	NO
<b>Elmora Racquet Club Renovation</b> - Casting, bench fence, cap stone & wall repair, tree removal & grinding, asphalt, remove & replace granite curb, remove & replace rubber top course play surfaces, landscaping work, pickleball net system, access ramp, remove old and replace with new tennis net and post, sidewalk replacement, grading	23 Fernwood Terrace Elizabeth, NJ 07208	City of Elizabeth	Collers Engineering & Design Gus DeBassio 732-241-6479	\$448,786.50	May-22	NO	NO	NO
<b>Improvements to 28th Street Park</b> Demo, concrete work, Rubber surfacing, asphalt, basketball net, fencing, play structure restoration, landscaping	87 East 28th St. Bayonne, NJ 07002	City of Bayonne	CME Associates 3141 Bordentown Avenue Patric NJ 08859	\$416,073.00	May-22	NO	NO	NO
<b>Columbia Park Improvements</b> Remove existing play equipment, remove and replace with new rubber surfacing, install crushed stone, concrete slab, play equipment, security fencing	155 Winfield Avenue Jersey City, NJ 07305	City of Jersey City	Murruano Recreation Cooper 732-781-9034  Don Connor O'Brien 908-413-3259 or Brian Meade 908-403-1297	\$167,032.50	Dec-21	NO	NO	NO
<b>Various Schools Playground Upgrades</b> Demolition of playground equipment and surfacing, installation of fencing, drainage, concrete, asphalt, and playground equipment	118 Forest Avenue, 18 Lanning Road, 14 Brookdale Court, 125 Grove Ave, Verona NJ 07044	Verona Public Schools - Board of Education.	Legacy Construction Management	\$732,188.00	Dec-21	NO	NO	NO
<b>Stevens Spray Park Improvements</b> Demo of existing spray pad, installation of new spray pad, underground detention system, drainage, and concrete surfacing.	Hudson Street & Fourth Street, Hoboken NJ 07030	City of Hoboken	Suburban Consulting Engineers Bob Gregoria 973-346-2036	\$65,103.00	Aug-21	NO	NO	NO



Audubon Park Improvements Demolition, tree removal, utility removal, installation of water service, electrical, concrete, splash pad, play equipment, rubber surfacing, fencing and landscaping	103 Bergen Avenue, Jersey City NJ 07305	City of Jersey City	Jersey City Division of Architecture Chris Chaires 201-547-8900	\$862,091.00	Aug-21	No	No	No
Basketball Court Reconstruction at Farley & Janssland Parks Demo of existing backboards and replace with new, demo foundations, milling, pavement, sport court surface system, striping, site reevaluation	Farley Park - Farley Ave. Jerseyland Park - Beryllium Rd Scotch Plains, NJ 07076	Township of Scotch Plains	Messer Consulting Township Clerk Bozena Lachna 908-322-6700 Contact David Juzemski 201-939-8805	\$136,277.00	Jun-21	No	No	No
Memorial Field Playground Improvements Playground equipment, safety surface, site restoration	Jack J. Healy Drive Park Ridge, NJ 07656	Borough of Park Ridge	Neglia Engineering David Juzemski 201-939-8805	\$206,196.00	Jun-21	No	No	No
Northern Highlands High School Installation of new asphalt tennis courts, fencing, color coating, installation of tennis system, installation of landscaping trees	298 Hillside Ave Allendale NJ 07401	Northern Highlands Region HS Board of Education	LAIN Associates James Mauler 201-274-9161	\$851,675.00	Dec-20	No	No	No
Jefferson & Roosevelt Schools Installation of new Turf Field, New Play structures, new rubber surfacing, Concrete Curbing, New Asphalt Court, Color coating, Line Striping, New parking lot pavements, traffic line markings and symbols, sports goal set up, electrical work, Light Fixtures installation, Landscaping, Drainage	Jefferson School #1 390 Van Houten Ave Passaic NJ 07055 Roosevelt School #10 151 Harrison St Passaic NJ 07055	Passaic Board of Education	FVRD Architects Brian Decker 732-312-8759	\$1,150,000.00	Dec-20	No	No	No
Marshall Lane Installation of New Play Unit, Brick Wall Installation, Concrete, Irrigation System, Drainage, Site amenities installation, Water Connections	199 Roosevelt Drive Wood-Ridge NJ 07075	Borough of Wood-Ridge	Neglia Engineering Brian Introsola 201-939-8805	\$499,615.00	Dec-20	No	No	No
Van Vorst Park Installation of Playground Equipment, Install of Rubber Surfacing, Irrigation Repair	257-287 Monmouth St Jersey City NJ 07302	City of Jersey City	Jersey City Division of Architecture Chris Chaires 201-547-8900	\$258,960.00	Nov-20	No	No	No
Cliffside Parking Lot Improvements Parking Lot Improvements, Sidewalk improvements	500 George Rd Cliffside Park NJ 07010	Housing Authority of the Borough of Cliffside Park	Coppa Montalbano Architects Mark Montalbano 973-890-8989 X109	\$127,384.00	May-20	No	No	No
Colonial Park Spray Park Completion of a new Spray Park including grading, drainage, landscaping and installation of site amenities.	Mellers Rd & Colonial Dr Somerset NJ 08873	County of Somerset	Somerset County Engineering Adam Bloom, P.E. 908-231-7018	\$610,510.00	Sep-19	No	No	No
Watessing Park Construction of ADA Accessible Playground	500 Bloomfield Avenue Bloomfield NJ 07003	The County of Essex	Ramington & Vernick 201-624-2137	\$1,436,000.00	Jul-19	No	No	No
Dennis P. Collins Park Playground Equipment, Bonded Rubber Surfacing, Fencing, Landscaping, Volleyball Courts, Fitness Equipment, Dog Park Installation, Tennis Court Reconstruction, Seat Coating Asphalt, Stamped Concrete	211 West 1st Street Bayonne NJ 07002	City of Bayonne	CME Associates 3141 Bordenbent Avenue Parlin NJ 08859	\$1,719,675.00	Dec-17	No	No	No



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOHN J. FACCAS, INC.  
**Trade Name:** QUALITY ELECTRICAL CONST CO  
**Address:** 9 PLUM LN  
 HOLMDEL, NJ 07733  
**Certificate Number:** 0101195  
**Effective Date:** September 19, 1972  
**Date of Issuance:** May 26, 2022

**For Office Use Only:**  
 20220526074256804

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
 TRENTON, N J 08685

The person, partnership or corporation named below is hereby authorized to collect  
**NEW JERSEY SALES & USE TAX**  
 pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein  
 This authorization is null and void if any change of ownership or address is effected

**JOHN J. FACCAS, INC.**  
**QUALITY ELECTRICAL CONST CO**  
**9 PLUM LN**  
**HOLMDEL NJ 07733**

Acting Director, Division of Taxation

Tax Registration No **XXX-XXX-215/000**  
 Tax Effective Date **04-01-80**  
 Document Locator No **C0000706252**  
 Date Issued **08-18-22**

This Certificate is NOT assignable or transferable It must be conspicuously displayed at above address



# CERTIFICATE of PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

**John J. Faccas, Inc. dba Quality Electrical Construction Co.**

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),  
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY  
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

**ABCNJ - ERISA TRUST PARTICIPATOR**  
Trade(s) covered by participation: **Electrical**

NJ DOL Program # 2019-NJ-72802  
Cert# 13901967  
Issue Date 4.20.2022

**ABCNJ  
REGISTERED  
APPRENTICESHIP  
ERISA MEMBER**

SIGNED, *Robert M. Brown*, ERISA Trustee Chair

EXPIRES 5.31.2023



Certificate Number  
31081

Registration Date: 04/12/2022  
Expiration Date: 04/11/2024



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56, 48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

## QUALITY ELECTRICAL CONSTRUCTION COMPANY

Responsible Representative(s):  
John Faccas, President

Responsible Representative(s):  
Fran Faccas, Vice-President

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 28346

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2021** to **15-APR-2028**



**QUALITY ELECTRICAL CONSTRUCTION  
9 PLUM LANE  
HOLMDEL**

**NJ 07733**



A handwritten signature in cursive script, appearing to read 'Elizabeth M. Majoio'.

**ELIZABETH MAHER MAJOIO  
State Treasurer**

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors

HAS LICENSED

QUALITY ELECTRICAL CONSTRUCTION CO  
JOHN J FACCAS  
9 Plum Lane  
Holmdel NJ 07733

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

10/20/2021 TO 02/31/2024

VALID

34EB00924700

LICENSE/REGISTRATION/CERTIFICATION #

*John Jaccas*  
Signature of Licensee/Registrant/Certificate Holder

*John Jaccas*  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Examiners of Electrical Con

P. O. Box 45006  
Rensselaer, NY 07101

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors  
HAS LICENSED  
QUALITY ELECTRICAL CONSTRUCTION CO  
Electrical Business Permit

10/20/2021 TO 02/31/2024

VALID

34EB00924700

LICENSE/REGISTRATION/CERTIFICATION #

*John Jaccas*  
SIGNATURE

*John Jaccas*  
ACTING DIRECTOR

PLEASE DETACH HERE

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors

HAS LICENSED

JOHN J. FACCAS  
54 AVONDALE LN  
ABERDEEN NJ 07747-1236

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

03/19/2021 TO 02/31/2024

VALID

34EID00924700

LICENSE/REGISTRATION/CERTIFICATION #

*John Jaccas*  
Signature of Licensee/Registrant/Certificate Holder

*John Jaccas*  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Examiners of Electrical C

P. O. Box 45006  
Rensselaer, NY 07101

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors  
HAS LICENSED  
JOHN J FACCAS  
Electrical Contractor

03/19/2021 TO 02/31/2024

VALID

34EID00924700

LICENSE/REGISTRATION/CERTIFICATION #

*John Jaccas*  
SIGNATURE

*John Jaccas*  
ACTING DIRECTOR

PLEASE DETACH HERE

QUALITY ELECTRICAL CONSTRUCTION  
 9 PLUM LN, HOLMDEL, NJ 07733  
 STATE LICENSE & PERMIT #9247  
 qualityelectricalnj@gmail.com  
 732-787-7549



01/23/2023

UNCOMPLETED CONTRACTS

ENTITY	PROJECT TITLE	CONTRACT AMT	UNCOMPLETED	CONTACT
Borough of Carteret	Carteret – Chrome Park	\$ 960,524.19	\$ 48,026.21	Kevin Dalahunty, LendTek Group, 631-691-2381
Borough of New Milford	New Milford – Tom Baes Park Tennis	\$ 57,461.00	\$ 1,149.22	Madison Grell, Musco Lighting, 563-999-4126
Borough of West Long Branch	West Long Branch – 2021 Park Improvements	\$ 27,822.00	\$ 2,782.20	Tony Vlahos, Precise Const., 732-683-1166
City of Clifton	Clifton – Athenis Park Field House	\$ 89,740.00	\$ 44,870.00	Tinto Thomas, Develop Builders, (551) 221-1607
City of Hackensack	Hackensack – Staib Park	\$ 89,547.00	\$ 29,369.00	Pierre Ibanez, North Creek Const., 973-464-0213
City of New Brunswick	New Brunswick – Feaster and Pitman Parks	\$ 163,409.00	\$ 81,704.50	Nick Naik, Zenith Construction Services, (973) 674-2500
City of Paterson	Paterson – Hinchliffe Stadium	\$ 348,348.00	\$ 17,417.30	Tim Loughery, Pike Const., 852-266-6350
County of Hudson	Secaucus Laurel Hill Park	\$ 377,782.00	\$ 18,889.10	Hyomin Yang, Murray Paving & Concrete, 201-670-0030
County of Somerset	Somerset County – Colonial Park Ph 2	\$ 217,164.00	\$ 4,343.28	Kurt Haefner, Classic Turf Co, 645-249-6326
Township of Jackson	Bertley Road Field Lighting	\$ 223,480.00	\$ 178,784.00	Stephen Schreiber, T&M Assoc., 732.773.2416
Township of Old Bridge	Old Bridge – Cottrell Farm Park	\$ 21,219.00	\$ 10,609.50	Tony Vlahos, Precise Const., 732-683-1166
Township of Shrewsbury	Shrewsbury – Sickles Park	\$ 17,212.00	\$ 1,721.20	Tony Vlahos, Precise Const., 732-683-1166
Township of Union	Union – Rabkin Park	\$ 238,120.00	\$ 51,180.00	Madison Grell, Musco Lighting, 563-999-4126
Garfield High School	Garfield High School	\$ 292,000.00	\$ 260,500.00	Larry Bascom, Dakota Excavating, (201) 954-6301
Township of Middletown	Swimming River Park	\$ 79,894.00	\$ 42,929.50	Tony Vlahos, Precise Const., 732-683-1166
Borough of Tinton Falls	Sycamore Park	\$ 155,327.00	\$ 7,766.35	Tony Vlahos, Precise Const., 732-683-1166
Township of Holmdel	Replacement of DPW Generator	\$ 51,244.00	\$ 13,251.00	Victor Stevens, Holmdel Township, (732) 522-6208
<b>TOTAL:</b>		<b>\$</b>	<b>\$ 490,848.61</b>	

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01/23/2023

**CURRENTLY OWNED EQUIPMENT**

Please be advised that all the equipment listed below is owned by our company and all equipment is in excellent condition and fully insured.

All owned equipment is located at our shop location and/or other project locations and is ready for immediate use.

8	Service Trucks, fully stocked
5	Auger Trucks
6	Bucket Trucks
4	Cranes
8	Trenchers
3	Boom Trucks
5	Wire & Cable Pullers, Greenlee
9	Hydraulic Benders
6	Hilti Core Drills
4	Dump Trucks
5	Viber Flow Units
2	Pressure Diggers with 54" x 24' digging capability
2	Pressure Diggers with 84" x 40' digging capability
4	Cat Backhoes
4	Skid steers
3	Forklifts
2	90' Man Lift
1	110' Man Lift
12	Trailers

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**01/30/2023**

**EXPERIENCE OF PRINCIPAL PERSONNEL MEMBERS**

**JOHN FACCAS, JR.**

LICENSED MASTER ELECTRICIAN SINCE 1987  
WORKING IN INDUSTRY SINCE 1982

**MICHAEL FACCAS**

LICENSED CRANE OPERATOR SINCE 1990  
WORKING IN INDUSTRY SINCE 1986

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01/25/2023

**REFERENCES**

**Architects/Engineers**

T&M Associates	Louis Tedesco	732-671-6400
Boswell Engineering	Jeffrey L. Morris	201-641-0770
Neglia Engineering	Brian A. Intindola	201-693-2617
Edwards Engineering	Simon Paige	908-231-9595

**Bank**

Chase	Rodrigo X Delarosa	732-536-0568
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**Bonding**

Chadler Solutions	Gabrielle Bisozio	973-997-2973
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**Schools**

Montclair State Univ.	Robert Hellender	973-494-1005
Rutgers University	Taron Ferguson	641-660-3102
Woodbridge Twp	Chris Kosty	732-261-9132
Holmdel Township	Ken Stromsland	908-216-5989
Nutley High School	Dave DiPisa	201-696-7582
Mount Olive Twp	Anthony Gianforcaro	908-879-6001

**Trade**

Musco Lighting	Bob Zoeller	732-539-2016
Ace Wire & Cable Co.	Ron Szarejko	732-855-1555
Warshauer Electric	Carol Fernandez	201-213-0717





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CENTRAL JERSEY  
**Trade Name:**  
**Address:** 132 MARKET ST  
KENILWORTH, NJ 07033  
**Certificate Number:** 0570876  
**Effective Date:** August 05, 1991  
**Date of Issuance:** March 22, 2010

**For Office Use Only:**  
20100322113710073

Certificate Number  
675368

Registration Date: 02/24/2022  
Expiration Date: 02/23/2024



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Central Jersey Sales & Service Inc Plumbing Divisi  
**2022**

Responsible Representative(s):  
Christopher Appicie, President

Responsible Representative(s):  
John Appicie, Director

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Exam of Master Plumbers

HAS LICENSED  
Carl V. Borino  
Master Plumber

05/08/2023 TO 06/30/2025  
VALID

*Carl Borino*  
SIGNATURE

36B101180900  
License/Registration/Certificate #

*Carri Borino*  
ACTING DIRECTOR